



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

April 8, 2004

IN REPLY PLEASE

REFER TO FILE: PD-2

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**FREMONT AVENUE FROM ROSS AVENUE TO MONTEZUMA AVENUE
CITY OF ALHAMBRA-COUNTY COOPERATIVE AGREEMENT
SUPERVISORIAL DISTRICT 5
4 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chairman of the Board to sign the cooperative agreement with the City of Alhambra for a project to synchronize traffic signals and install conduit routing. The agreement provides for the City to perform the preliminary engineering for the synchronization of traffic signals with the County to perform the preliminary engineering for the conduit routing at County expense. The City will administer the construction contract for these improvements with the County to reimburse the City for actual expenditures by utilizing Los Angeles County Metropolitan Transportation Authority grant funds and other County funds. The agreement also provides for the County to perform the preliminary engineering for the installation of conduit routing and pull boxes at County expense and finance the construction cost of this work within the County's right of way up to a maximum amount of \$35,000. The agreement further provides for the City to finance the construction cost of the installation of conduit routing and pull boxes within the City's right of way. The total cost of the synchronization and the construction cost of the installation of conduit routing and pull boxes is currently estimated to be \$322,000 with Los Angeles County Metropolitan Transportation Authority grant funds being \$199,400, the County's share being \$89,600, and the City's share being \$33,000. Funding for this project is included in the Fiscal Year 2003-04 Proposition C Local Return Fund Budget.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County and the City of Alhambra propose to synchronize the traffic signals on Fremont Avenue from Ross Avenue to Montezuma Avenue including modification of traffic signals at the intersections of Fremont Avenue with Ross Avenue, Hellman Avenue, and Montezuma Avenue. In conjunction with these improvements, the County has requested the City to include the installation of the entire conduit routing and pull boxes for fiber optic cable from Fremont Avenue to the County of Los Angeles Department of Public Works Annex building and to the steam tunnel at 1000 South Fremont Avenue. Your Board's approval of the enclosed agreement is necessary for the delegation of responsibilities and the cooperative financing of the project.

Sections 1685 and 1803 of the California Streets and Highways Code provide that the board of supervisors of any county may enter into contracts or agreements with the legislative body of any city for the purposes of more efficient construction or repair of streets and roads within the city. Sections 1680 through 1684 of the California Streets and Highways Code provide that the board of supervisors of any county may, by a four-fifths vote of its members, determine that the improvement or alteration of any interest within a city is of general county interest and that county aid shall be extended therefore.

Implementation of Strategic Plan Goals

This action meets the County's Strategic Plan Goal of Service Excellence. By synchronizing traffic signals on Fremont Avenue and installing conduit routing, residents of the City of Alhambra and the unincorporated area who travel on this street will benefit and their quality of life will be improved.

FISCAL IMPACT/FINANCING

The total project cost of the synchronization work and the construction cost to install the conduit routing and pull boxes is currently estimated to be \$322,000 with Los Angeles County Metropolitan Transportation Authority grant funds being \$199,400, the County's share being \$89,600, and the City's share being \$33,000. Funding for this project is included in the Fiscal Year 2003-04 Proposition C Local Return Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed agreement, which has been approved by County Counsel, provides for the City to perform the preliminary engineering for synchronization of the traffic signals and for the County to perform the preliminary engineering for the conduit routing at County expense. The City will administer the construction contract for these improvements with the County to reimburse the City for actual expenditures by utilizing Los Angeles County Metropolitan Transportation Authority grant funds and other County funds. The agreement provides for the County to perform the preliminary engineering for the installation of conduit routing and pull boxes at County expense and finance the construction cost of this work within the County's right of way up to a maximum amount of \$35,000 by utilizing the County's local match funds committed for the City of Los Angeles Department of Transportation's City/County Integration project. The agreement further provides for the City to finance the construction cost of the installation of conduit routing and pull boxes within the City's right of way. In addition, the agreement provides for the County to perform the retiming of the completed traffic signal improvements on Fremont Avenue from Alhambra Road to Valley Boulevard by using County forces at County expense after project completion.

ENVIRONMENTAL DOCUMENTATION

The California Environmental Quality Act requires public agency decision makers to document and consider the environmental implications of their actions.

On October 20, 1997, the City of Alhambra approved a Negative Declaration for the Fremont Avenue Improvement Project, and on January 8, 2002, you Board concurred with the findings of the Negative Declaration. The subject project, Fremont Avenue from Ross Avenue to Montezuma Avenue, is adequately described by the Fremont Avenue Improvement Project Negative Declaration for the purposes of the California Environmental Quality Act, and your Board's adoption of that Negative Declaration on January 8, 2002, satisfied your obligations under the California Environmental Quality Act for this project.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Fremont Avenue is on the County's Highway Plan, and the proposed improvements are needed and of general County interest.

The Honorable Board of Supervisors
April 8, 2004
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CONCLUSION

Enclosed are two copies of the agreement, which have been approved by the City and approved as to form by County Counsel. Upon approval, please return the copy marked "CITY ORIGINAL" to us for processing together with one approved copy of this letter. The copy marked "COUNTY ORIGINAL" is for your files.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

CJR:sp

C041371

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cc: Chief Administrative Office
County Counsel

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF ALHAMBRA, a municipal corporation in the County of Los Angeles, hereinafter referred to as "CITY," and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as "COUNTY":

W I T N E S S E T H

WHEREAS, Fremont Avenue is on the Highway Element of CITY'S General Plan and on COUNTY'S Highway Plan; and

WHEREAS, CITY and COUNTY propose to synchronize the traffic signals on Fremont Avenue from Ross Avenue to Montezuma Avenue including the modification of traffic signals at the intersections of Fremont Avenue with Ross Avenue, Hellman Avenue, and Montezuma Avenue as part of the San Gabriel Valley Traffic Forum, which work is hereinafter referred to as "SYNCHRONIZATION"; and

WHEREAS, SYNCHRONIZATION is consistent with the scope of work for traffic improvements within CITY pursuant to Memorandum of Understanding No. P0006294 between COUNTY and the Los Angeles County Metropolitan Transportation Authority (MTA), a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, in conjunction with SYNCHRONIZATION, COUNTY has requested CITY to include the installation of the entire conduit routing and pull boxes for fiber optic cable from Fremont Avenue to the County of Los Angeles Department of Public Works Annex building and to the steam tunnel at 1000 South Fremont Avenue, which work is hereinafter referred to as "CONDUIT"; and

WHEREAS, SYNCHRONIZATION and CONDUIT together are hereinafter referred to as "PROJECT"; and

WHEREAS, PROJECT is entirely within the geographical boundary of CITY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, CITY has requested, and COUNTY agrees, that CITY is to perform or cause to perform the preliminary engineering for SYNCHRONIZATION and contract administration, construction inspection and engineering, equipment and system testing, utility engineering and relocation, and traffic detour for PROJECT; and

WHEREAS, COUNTY is to perform or cause to perform the preliminary engineering for CONDUIT at COUNTY expense; and

WHEREAS, PROJECT is to be combined with CITY'S traffic signal and roadway improvement project on Fremont Avenue from Commonwealth Avenue to Montezuma Avenue, which is currently under construction; and

WHEREAS, retiming of SYNCHRONIZATION in coordination with the traffic signals that COUNTY recently synchronized on Fremont Avenue from Alhambra Road to Valley Boulevard is not included in SYNCHRONIZATION, which work is hereinafter referred to as "RETIMING"; and

WHEREAS, RETIMING is to be performed by COUNTY using its own forces at COUNTY expense after completion of PROJECT; and

WHEREAS, "COST OF SYNCHRONIZATION" includes the costs of preliminary engineering for SYNCHRONIZATION and construction contract, contract administration, construction inspection and engineering, equipment and system testing, utility engineering and relocation, and traffic detour for SYNCHRONIZATION, as more fully set forth herein; and

WHEREAS, "CONSTRUCTION COST OF CONDUIT" includes the costs of construction contract, contract administration, construction inspection and engineering, equipment and system testing, utility engineering and relocation, and traffic detour for CONDUIT, as more fully set forth herein; and

WHEREAS, COUNTY has obtained grant funds from the MTA to finance a large portion of COST OF SYNCHRONIZATION and will provide matching funds to finance the remaining COST OF SYNCHRONIZATION; and

WHEREAS, COUNTY is willing to utilize the MTA grant funds COUNTY matching funds to reimburse CITY for actual expenditures, currently estimated at Two Hundred Fifty-four Thousand and 00/100 Dollars (\$254,000.00), toward COST OF SYNCHRONIZATION; and

WHEREAS, COUNTY is willing to finance CONSTRUCTION COST OF CONDUIT within COUNTY'S right of way up to a maximum amount of Thirty-five Thousand and 00/100 Dollars (\$35,000.00) by utilizing COUNTY'S local match funds committed for the City of Los Angeles Department of Transportation's City/COUNTY Integration project; and

WHEREAS, CITY is willing to finance CONSTRUCTION COST OF CONDUIT within CITY'S right of way, currently estimated to be Thirty-three Thousand and 00/100 Dollars (\$33,000.00); and

WHEREAS, the total COST OF SYNCHRONIZATION and CONSTRUCTION COST OF CONDUIT are currently estimated to be Three Hundred Twenty-two Thousand and 00/100 Dollars (\$322,000.00) with MTA grant funds of One Hundred Ninety-nine Thousand Four Hundred and 00/100 Dollars (\$199,400.00), COUNTY'S share being Eighty-nine Thousand Six Hundred and 00/100 Dollars (\$89,600.00), and CITY'S share being Thirty-three Thousand and 00/100 Dollars (\$33,000.00); and

WHEREAS, such a proposal is authorized and provided for by the provisions of Section 6500 et seq. of the Government Code and Section 1680-1684 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. The term "JURISDICTION," as referred to in this AGREEMENT, shall be defined as the area within the geographical boundary of the governmental entity mentioned in this AGREEMENT.
- b. "COST OF SYNCHRONIZATION," as referred to in this AGREEMENT, shall consist of the costs of preliminary engineering for SYNCHRONIZATION and construction contract, contract administration, construction engineering and inspection, final signing and striping, traffic detour, utility engineering and relocation, equipment and system testing, and all other work and materials necessary to construct SYNCHRONIZATION in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- c. "CONSTRUCTION COST OF CONDUIT," as referred to in this AGREEMENT, shall consist of the costs of construction contract, contract administration, construction engineering and inspection, final signing and striping, traffic detour, utility engineering and relocation, equipment and system testing, and all other work and materials necessary to construct CONDUIT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items. CONSTRUCTION COST OF CONDUIT shall not include the cost of preliminary engineering for CONDUIT.
- d. The cost of "preliminary engineering for SYNCHRONIZATION," as referred to in this AGREEMENT, shall consist of the costs of environmental documentation; traffic index and geometric investigation; preparation of plans, specifications, and cost estimates; utility engineering; and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- e. The cost of "preliminary engineering for CONDUIT," as referred to in this AGREEMENT, shall consist of the costs of preparation of plans, specifications, and cost estimates and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover

overhead, administration, and depreciation in connection with any and all of the aforementioned items.

- f. The cost of "construction contract," as referred to in this AGREEMENT, shall consist of the total of all payments to the contractor for PROJECT.

(2) CITY AGREES:

- a. To perform the preliminary engineering for SYNCHRONIZATION and contract administration, construction inspection and engineering, equipment and system testing, utility engineering and relocation, and traffic detour for PROJECT.
- b. To finance CONSTRUCTION COST OF CONDUIT within CITY'S right of way.
- c. To combine PROJECT with CITY'S traffic signal and roadway improvement project on Fremont Avenue from Commonwealth Avenue to Montezuma Avenue, which is currently under construction. PROJECT will be negotiated with the contractor doing the aforementioned project, which will be under a change order.
- d. To furnish COUNTY with information on all contract change orders for PROJECT and obtain COUNTY'S input of all such contract change orders, subject to paragraph (3) d., below.
- e. To administer the design and construction of SYNCHRONIZATION in accordance with all regulations and requirements of MTA relating to the expenditure of Proposition C Local Return funds and Proposition C Twenty-five Percent (25%) Discretionary funds and Memorandum of Understanding No. P0006294 between COUNTY and the MTA. CITY'S records for PROJECT shall be open to inspection and subject to audit and reproduction by COUNTY and the MTA, or any of their duly authorized representatives, and shall be retained by CITY for a period of not less than seven (7) years after final payment to contractor(s) for PROJECT.
- f. To ensure that COUNTY and all officers and employees of COUNTY are named as additional insured parties under the construction contractor's(s') Contractor's General Liability and automobile insurance policies.
- g. To furnish COUNTY, within one hundred twenty (120) calendar days after final acceptance of PROJECT, a final accounting of the actual total PROJECT costs including an itemization of actual unit costs and actual contract quantities; all labor, equipment, material, consultant services, indirect, and miscellaneous costs; and other administrative and overhead costs required for CITY'S performance as specified in paragraph (2) a., above.

- h. To submit invoices, as they occur until completion of SYNCHRONIZATION, to COUNTY for the actual expenditures incurred by CITY for reimbursement of COST OF SYNCHRONIZATION, subject to paragraph (4) c., below.
- i. Upon completion of PROJECT, to accept full and complete ownership of SYNCHRONIZATION, and responsibility for SYNCHRONIZATION, and to maintain in good condition and at CITY expense all improvements constructed as part of SYNCHRONIZATION and of CONDUIT within CITY'S right of way including maintaining timing of traffic signals on Fremont Avenue that supports optimum synchronization of traffic signals on Fremont Avenue.

(3) COUNTY AGREES:

- a. To secure and obtain the MTA grant funds to be used to finance COST OF SYNCHRONIZATION.
- b. To reimburse CITY, upon demand by CITY, for actual expenditures toward COST OF SYNCHRONIZATION by utilizing MTA grant funds and COUNTY matching funds, subject to paragraph (4) c., below. Said demand will consist of billing invoices prepared by CITY. The actual COST OF SYNCHRONIZATION is to be determined by a final accounting of SYNCHRONIZATION costs.
- c. To deposit with CITY, upon demand by CITY, sufficient COUNTY funds to finance COUNTY'S share of CONSTRUCTION COST OF CONDUIT up to a maximum amount of Thirty-five Thousand and 00/100 Dollars (\$35,000.00) by utilizing the COUNTY'S local match funds committed for the City of Los Angeles Department of Transportation's City/COUNTY Integration project, subject to paragraph (4) d., below. The actual CONSTRUCTION COST OF CONDUIT is to be determined by a final accounting of CONSTRUCTION CONDUIT COST.
- d. To review the proposed change order amount for PROJECT, and any subsequent change orders for PROJECT and provide written approval, or other response, within ten (10) calendar days of presentation by CITY. COUNTY'S approval may only be withheld for good reason and in good faith. If COUNTY'S response is not received within said ten (10) calendar days, CITY may proceed with PROJECT or change orders. COUNTY shall review and approve documents in an expeditious manner so as not to cause any impact on the progress and schedule of PROJECT.
- e. To authorize CITY to represent COUNTY in all negotiations pertaining to the administration of the construction contract for PROJECT and in all things necessary and proper to complete PROJECT.
- f. To perform RETIMING by using COUNTY forces at COUNTY expense after completion of PROJECT.

- g. Upon completion of PROJECT, to maintain in good condition and at COUNTY expense all improvements constructed as part of CONDUIT within COUNTY'S right of way.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. That COUNTY matching funds shall only pay for those eligible items of SYNCHRONIZATION included in the MTA'S Bus Speed Improvements Program guidelines.
- b. That COUNTY shall not be liable for any costs for SYNCHRONIZATION that do not conform to the regulations and requirements of the MTA, as referred to in paragraph (2) f., above.
- c. If COST OF SYNCHRONIZATION, based upon the final accounting, is less than COUNTY'S payment, as set forth in paragraph (3) b., above, CITY shall refund the difference to COUNTY.
- d. If CONSTRUCTION COST OF CONDUIT, based upon the final accounting, is less than COUNTY'S payment, as set forth in paragraph (3) c., above, CITY shall refund the difference to COUNTY.
- e. If COUNTY'S share of CONSTRUCTION COST OF CONDUIT, based at final accounting, exceeds Thirty-five Thousand and 00/100 Dollars (\$35,000.00), CITY shall finance the difference.
- f. That MTA grant funds are to be used to finance a large portion of COST OF SYNCHRONIZATION. The financial obligations of COUNTY pursuant to this AGREEMENT are conditional upon COUNTY obtaining reimbursement from the MTA pursuant to Memorandum of Understanding No. P0006294 between COUNTY and the MTA. CITY shall complete SYNCHRONIZATION and final accounting of PROJECT.
- g. During construction of PROJECT, CITY shall furnish an inspector or other representative to perform the functions of an inspector. COUNTY may also furnish, at no cost to CITY, an inspector or other representative to inspect construction of the PROJECT. COUNTY shall have no obligation to inspect the PROJECT and no liability shall be attributable as a result of COUNTY'S inspection or failure to inspect. Said inspectors shall cooperate and consult with each other, but the orders of CITY inspector to the contractor or any other person in charge of construction shall prevail and be final, and CITY inspector shall be responsible for the proper inspection of PROJECT as needed.

h. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY.

i. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Ms. Mary Swink
Director of Public Works
City of Alhambra
111 South First Street
Alhambra, CA 91801-3796

COUNTY: Mr. James A. Noyes
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

j. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to, assumed by, or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. Where liability for injury (as defined by Government Code, Section 810.8) is sought to be imposed under Section 830 et seq. of the Government Code for a dangerous condition of property owned by or under the control of CITY, CITY shall fully defend, indemnify, and hold COUNTY harmless from any and all liability arising from such dangerous condition.

k. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32045 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect, are inapplicable to this AGREEMENT.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF ALHAMBRA on _____, 2004, and by the COUNTY OF LOS ANGELES on _____, 2004.

COUNTY OF LOS ANGELES

ATTEST:

By _____
Chairman, Board of Supervisors

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By Framis E. Sull
Deputy

CITY OF ALHAMBRA

By Rene L. T...
Mayor

ATTEST:

APPROVED AS TO FORM:

By Lance A. Moore
City Clerk

By [Signature]
City Attorney